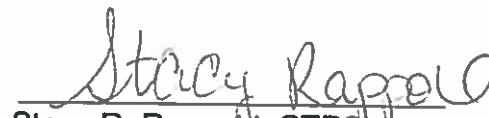


## REQUEST FOR PROPOSAL



### RFP No. 16-158 DISASTER RECOVERY SERVICES

NOTE: QUESTIONS CONCERNING THIS SOLICITATION MUST BE E-MAILED NO LATER THAN 5:00 P.M. EASTERN STANDARD TIME ON FEBRUARY 12, 2016 TO:

  
Stacy R. Rappold, CTPS  
Procurement Agent III

Phone: 410-638-3550  
410-879-2000 Ext. 3550  
Email: [srrappold@harfordcountymd.gov](mailto:srrappold@harfordcountymd.gov)

According to the Americans with Disability Act, this document is available in alternative format upon request.



MARYLAND'S NEW CENTER OF OPPORTUNITY



**REQUEST FOR PROPOSALS**  
**RFP No. 16-158**  
**DISASTER RECOVERY SERVICES**

**1. INTRODUCTION:**

**1.1 Request for Proposal Objective**

This Request for Proposals is to solicit disaster recovery services for the Harford County IBM zBC 12 system environment.

**1.2 Issuing Office**

Harford County  
Department of Procurement  
220 South Main Street  
Bel Air, Maryland 21014  
Attn: Stacy R. Rappold, Procurement Agent  
Email: [srrappold@harfordcountymd.gov](mailto:srrappold@harfordcountymd.gov)

**1.3 Request for Proposal Schedule**

- 1.3.1 Emailed requests for clarification and additional information must be received in the Issuing Office not later than 5:00 p.m. EST on February 12, 2016 to ensure adequate time to prepare and circulate any necessary addenda to all proposers.
- 1.3.2 One (1) original and three (3) sealed copies of the technical proposal and one (1) original of the price proposal must be received in the Issuing Office no later than the close of business (5:00 p.m. EST) on February 26, 2016. Copies of the Technical and Price Proposal shall be separately sealed, see Section 5 for specific directions for proposal preparation and submission.
- 1.3.3 There will be no public opening for the proposal submissions.
- 1.3.4 Proposals submitted in response to this RFP are irrevocable for 120 days after the proposal due date.
- 1.3.5 Award of the contract is anticipated in March, 2016.

## **2. GENERAL INFORMATION FOR PROPOSERS**

### **2.1 Reservations**

The County reserves the right to cancel this RFP at any time after issuance, to reject, in whole or in part, any and all proposals received, to waive minor technicalities in proposals, and to negotiate with responsible proposers in any manner necessary to serve its best interests.

### **2.2 Addenda**

Any necessary additions or corrections to this RFP will be made by addenda, and available to all proposers of record. Addenda become part of the RFP, and must be acknowledged by each proposer; failure to acknowledge any addenda shall not relieve proposers of compliance with the terms thereof. The County assumes no responsibility for oral instructions.

### **2.3 Oral Presentations**

The County will require proposers to make oral presentations of their qualifications and to substantiate any portions of proposals submitted. If required, the Issuing Office will schedule such presentations.

### **2.4 Economy of Preparation**

Proposals should be prepared simply and economically, providing a straightforward, concise description of proposer ability to satisfy the requirements of this RFP.

### **2.5 Incurred Expenses**

Proposers are responsible for proposal preparation and submission costs, as well as travel costs incurred in connection with oral presentations or other pre-award discussions or activity.

### **2.6 Acceptance of Terms and Conditions**

By submitting a proposal in response to this RFP, the proposer accepts the terms and conditions set forth herein.

### **2.7 Public Information Act Notice**

Proposers shall identify any portions of their proposals deemed to contain confidential or proprietary information or trade secrets, and provide justification why such material, upon request, should not be disclosed in accordance with §806 of the Harford County Charter.

## **2.8 Evidence of Proposer Responsibility**

The County may require proposers to submit additional information regarding financial responsibility, technical expertise, and other qualifications, and may consider any information otherwise available concerning those qualifications. The County may make such investigation, as it deems necessary to determine proposer responsibility.

## **2.9 Award Without Discussions**

The County reserves the right to accept the best written proposal without further discussions. Proposer should ensure that the initial proposal is both complete, and competitively priced.

## **2.10 Contractor Responsibilities; Subcontractors**

The County will enter into a contract with the selected proposer only, and that proposer shall be responsible for all products and services required by the RFP. Subcontractors, if any, must be identified in the proposal, with a complete description of their role relative to the proposer.

## **2.11 Conflicts of Interest**

The proposer shall identify any actual or potential conflicts of interest that exist, or which may arise if the proposer is recommended for award, and propose how such conflicts might be resolved.

## **2.12 Financial Disclosure**

The successful proposer shall comply with the provisions of the Annotated Code of Maryland, State Finance and Procurement Article §13-221 which requires that every business that enters into contracts, leases or other agreements with the State of Maryland or its units or both, under which the business is to receive a total of \$100,000 or more shall, within 30 days of the time when the total value of these contracts, leases or other agreements reaches \$100,000, file with the Secretary of State a list that contains the name and address of: (1) any resident agent of the business; (2) each officer of the business; and (3) if known, each person who has beneficial ownership of the business.

## **2.13 Political Contribution Disclosure**

The successful proposer shall comply with the provisions of Article 33, §30-1 et seq. of the Annotated Code of Maryland, which requires that every proposer or contractor doing more than \$100,000 or more of business with the State, a county, incorporated municipality or other political subdivision are required to file periodic reports of political contributions in excess of \$500

to candidates for elective office in the State. Contact the Division of Candidacy and Campaign Finance, 410-974-3711, ext. 5 or 800-222-8683, ext. 5 for forms and further information.

**2.14 Anti-Bribery Affidavit**

Section 16-202, State Finance and Procurement Article requires that each proposer seeking a contract submit an affidavit stating whether the entity or any of its officers, directors, or partners, or any of its employees directly involved in obtaining contracts with the State, have been convicted of bribery, attempted bribery, or conspiracy to bribe under the laws of any state or the federal government. The affidavit form that must be returned with each proposal is included with this RFP, and should be submitted with the technical proposal.

**2.15 Non-Collusion**

By its signature on the proposal documents submitted, the successful proposer attests that its agents, servants and/or employees, to the best of its knowledge and belief, have not in any way colluded with anyone for and on behalf of the proposer, or themselves, to obtain information that would give the proposer an unfair advantage over others, nor has it colluded with anyone for and on behalf of the proposer, or itself, to gain any favoritism in the award of this RFP.

**2.16 Compliance with Laws**

By submitting a response to this solicitation, proposer represents that it is not in arrears in the payment of any obligation due and owing Harford County or the State of Maryland, including the payment of taxes and employee benefits, and that it shall not become so in arrears during the term of any contract arising from award of this RFP.

**2.17 Governing Law**

The laws of Harford County and the State of Maryland, and where applicable, federal law and regulation, will govern the contract awarded pursuant to this RFP.

**2.18 Ownership and Retention of Records**

All reports, drawings, and other data prepared under the contract issued pursuant to this RFP shall become the property of Harford County. Unless otherwise required by applicable statute of limitations, the successful proposer shall retain all records and documents related to any contract awarded pursuant to this RFP for 3 years after final contract payment by the County, and shall make them available for inspection and audit by authorized representatives of the County at all reasonable times.

## **2.19 Cooperative Procurement**

Harford County reserves the right to extend the terms and conditions of this solicitation to any and all other agencies within the state of Maryland as well as any other federal, state, municipal, county, or local governmental agency under the jurisdiction of the United States and its territories. This shall include but not be limited to private schools, parochial schools, non-public schools such as charter schools, special districts, intermediate units, non-profit agencies providing services on behalf of government, and/or state, community and/or private colleges/universities that require these goods, commodities and/or services. This is conditioned upon mutual agreement of all parties pursuant to special requirements, which may be appended thereto. The supplier/contractor agrees to notify the issuing body of those entities that wish to use any contract resulting from this proposal and will also provide usage information, which may be requested. A copy of the contract pricing and the proposal requirements incorporated in this contract will be supplied to requesting agencies.

Each participating jurisdiction or agency shall enter into its own contract with the Award Proposer(s) and this contract shall be binding only upon the principals signing such an agreement. Invoices shall be submitted in duplicate "directly" to the ordering jurisdiction for each unit purchased. Disputes over the execution of any contract shall be the responsibility of the participating jurisdiction or agency that entered into that contract. Disputes must be resolved solely between the participating agency and the Award Proposer. Harford County does not assume any responsibility other than to obtain pricing for the specifications provided.

## **2.20 Acceptance Time**

By submitting a proposal under this solicitation, the proposer agrees that Harford County has within 120 days after the due date in order to accept the proposal. Harford County reserves the right to reject, as unacceptable, any proposal that specifies less than 120 days of acceptance time. Upon mutual agreement between the County and the proposer, the acceptance time for the proposal may be extended.

## **2.21 Billing and Payment**

The successful proposer shall keep accurate, document records of time, material and transportation allocable to this contract. Payment will be made on a monthly basis, and related records will be available for audit purposes during normal business hours, as often as deemed necessary. Payment will only be made for work that has first been previously authorized with County approval.

## **2.22 Insurance Requirements**

2.22.1 Prior to the execution of the contract, the successful proposer must obtain, at its own cost and expense, and keep in full force and effect until termination of the contract, the following insurance, written by companies licensed to do business in the State of Maryland.

2.22.2 The coverage will be evidenced by a certificate of insurance issued directly to the County by the proposer's agent, and provide 60 days written notice to the County of cancellation or material change in coverage. A two-year extended reporting provision is required to safeguard against gaps in coverage after policies are terminated. All liability policies shall name Harford County, Maryland as an additional insured.

### **2.22.3 Required Coverages and Limits:**

- |    |   |                 |
|----|---|-----------------|
| 1. | Architects and Engineers errors and omissions insurance (professional liability): | \$1,000,000     |
| 2. | Valuable Papers Insurance:  | 35% of fee      |
| 3. | Automobile Liability (owned, hired and non-owned automobiles):                    | \$1,000,000     |
|    | Bodily injury, person   | \$1,000,000     |
|    | Bodily injury, per occurrence   | \$1,000,000     |
|    | Property damage, per occurrence   | \$1,000,000     |
| 4. | Commercial General Liability:   | \$1,000,000     |
|    | Bodily injury, property damage or medical expenses, per occurrence:               | \$1,000,000     |
|    | Bodily injury, property damage and personal injury claims:                        | \$1,000,000     |
| 5. | Workers Compensation:   | Statutory limit |

## **2.23 Reciprocal Preference For Local Proposers**

2.23.1 When contractual services are purchased through the proposal process established by this chapter, the County may give a preference to the local proposer who is the lowest responsible local proposer if:

1. A proposer whose principal place of business is in another county or state is the lowest responsible proposer;
2. The other county or state gives a preference to its local proposers; and

3. A preference does not conflict with a federal law or grant affecting the purchase of the supplies or contractual services.
- 2.23.2 A preference given under this section shall be identical to the preference that the other county or state gives to its local proposer.

3. **DESCRIPTION OF REQUIREMENTS**

**SCOPE OF SERVICES**

See enclosed Scope of Services. (Attachment A)

4. **EVALUATION AND SELECTION CRITERIA:**

4.1 **Evaluation Committee**

The County has established an evaluation committee who will first review each technical proposal for compliance with requirements, and then score each technical proposal in accordance with the criteria that follows:

4.2 **Evaluation Criteria**

The technical proposal is worth 80% and the price proposal is worth 20% of the evaluation criteria. The technical proposal is comprised of five (5) categories to evaluate the overall technical qualifications of the proposer. The categories and their weight are described below:

Harford County reserves the right to award all or part of the project based solely on the best interest of the County as determined by the Director of Procurement.

4.3 **Technical Proposal (100 Points)**

The technical proposal must be submitted in the format as outlined below. Next to the title is the weight factor assigned to each category.

- |   |           |
|---|-----------|
| 4.3.1 Vendor's ability to meet the specifications provided                | 20 POINTS |
| 4.3.2 Vendor's experience with mainframe operations                       | 20 POINTS |
| 4.3.3 Clarifications and discussions                                      | 5 POINTS  |
| 4.3.4 Vendor's references and current clients                             | 20 POINTS |
| 4.3.5 Demonstration of ability to provide deliverables in a timely manner | 15 POINTS |



#### **4.4 Price Proposal (20 Points)**

- 4.4.1 The Committee will open and score only the price proposals submitted by firms achieving a minimum of 70% of available technical proposal points.
- 4.4.2 The Committee will award the full 20 points available to the lowest price proposal. Higher-priced proposals will receive a lower score, prorated from the lowest proposal's 20 point basis.
- 4.4.3 The rates, overhead, and burden, with applicable unit prices for reimbursables, will be firm for twelve (12) months following the date of award.
- 4.4.4 The Committee may enter into cost and scope negotiations, only with the highest rated firm. If the Committee and firm cannot agree upon the scope and cost, the Committee will negotiate with the next highest rated firm. This process is continued until a fair and reasonably priced contract can be awarded.

#### **4.5 Final Ranking and Selection**

- 4.5.1 The Committee will recommend to the Director of Procurement award to the responsible proposer whose proposal is determined to be most advantageous to the County, considering both the technical and price factors outlined above.
- 4.5.2 The Committee's recommendation is subject to approval of the Harford County Board of Estimates.

### **5. INFORMATION REQUIRED IN PROPOSAL SUBMISSION:**

#### **5.1 Two-Volume Submittal**

- 5.1.1 Each proposer must submit one (1) original and three (3) copies of its technical proposal, with the original clearly marked. A brief transmittal letter, signed by an officer authorized to bind the firm to its proposal, with required affidavit(s) attached must accompany the technical proposal. See ATTACHMENT B.
- 5.1.2 The selection procedure for this RFP requires that technical evaluations be completed before price proposals are opened and submitted to the Evaluation Committee, each proposer must submit one (1) original of the price proposal, using the form provided herein, separately sealed in an envelope clearly marked with the words "Price Proposal," and the RFP number/title.

### 5.1.3 Contents of Technical Proposal

- 5.1.3.1 Vendor Company Overview – Provide the vendor company overview with respect to the number of employees, annual revenue, office locations and vendor ability to complete the project on time and within budget.
- 5.1.3.2 List of Deliverables – Provide the list of all deliverables that will be delivered at the completion of the project.
- 5.1.3.3 Solution Approach – Provide the solution approach and any required tools for the project. Include the high level phases that will be applicable for the project and the activities for each phase that will be conducted during the project.
- 5.1.3.4 High Level Project Plan – Provide the high level project plan for the project.
- 5.1.3.5 Plan for Resource Loading – Provide the resource loading plan for the project.
- 5.1.3.6 List of Hardware and Software Required – Provide a list of all hardware and software that will be required (with version #) and should be provided by Harford County for completing the project.
- 5.1.3.7 Infrastructure – List all infrastructure required (if any) such as office space, internet connections, etc.
- 5.1.3.8 Assumptions – List all assumptions made in the proposal.
- 5.1.3.9 Implementation Experience – Provide information about previous government learning management implementations the vendor has managed. List the following details for at least 3 municipal or state government customers with whom you have transacted similar business in the last 36 months. You must provide contact names that are knowledgeable about your performance and deliverables.
  - 5.1.3.9.1 Company Name
  - 5.1.3.9.2 Location of Company
  - 5.1.3.9.3 Size of Constituency
  - 5.1.3.9.4 Year of Implementation
  - 5.1.3.9.5 Description/Nature of Implementation

5.1.3.9.6 Duration of Implementation

5.1.3.9.7 Contact address and Phone Number

5.1.3.10 Expectation from Harford County – List all the expectations from Harford County for successful completion of the project. List the key responsibilities expected from Harford County resources/subject matter experts, application owners and number of hours of time required in a week.

5.1.3.11 Project Approach – Specify how this project will be managed, with details, related to phases, resources and their responsibilities, status reporting methodology and change management process.

5.1.3.12 CV of Key Resources – Please include CV of key resources who will be working on this project.

5.1.3.13 Schedule – Provide an estimated project schedule with milestone descriptions and dates.

5.1.4 The Proposer shall submit proposal to:

Harford County Government  
Department of Procurement  
220 South Main Street  
Bel Air, Maryland 21014  
Attention: Stacy R. Rappold  
***RFP 16-158 DISASTER RECOVERY SERVICES***

**6. ORAL PRESENTATIONS**

An interview, either in person or by phone may be scheduled at the option of Harford County.

**7. BASIS OF AWARD**

The firm with the highest combined technical and price rating will be recommended to the Harford County Board of Estimates for an award of contract.

**8. PAYMENT**

All invoicing will occur on a monthly basis. Payments will be processed within 30 days from receipt and acceptance of monthly invoices.

**9. TERM OF CONTRACT**

The term of the contract shall be for one year with the County having the option to renew at the same terms and conditions for two additional one year periods.  
(Sample Contract – Attachment C).

**ATTACHMENT A**  
**RFP No. 16-158**  
**DISASTER RECOVERY SERVICES**  
**SCOPE OF SERVICES**

**1. PROJECT DESCRIPTION**

- A. Harford County Government is requesting submittals for Disaster Recovery Services for the IBM zBC12 system environment.
- B. Vendors responding to this RFP must include all costs associated with their support service.
- C. Vendor shall describe any services they will be providing which are in addition to what is outlined in this RFP.
- D. The vendor must have their own IBM Mainframe Data Center. The Data Center must have sufficient CPU, disk and tape equipment to support recovery of Harford County mainframe operations.
- E. In the event of a disaster, the Vendor must provide an operational and available system to Harford County that emulates the County's current mainframe environment. They must restore the entire z/VSE System at their offsite data center, IPL the system and provide mainframe and online connectivity to the County within 6 hours of receiving the County's backup tapes. The test environment must include support for all IBM and third party products currently in use at Harford County.
- F. The Vendor must provide support for two comprehensive disaster recovery tests per year, scheduled at the County's discretion. Each test must include all IBM and third party products. During the tests the Vendor must provide remote access to the system for testing by technical and functional staff. The system must be available for 2-3 business days per test.
- G. The Vendor must have the ability to test and operate Xerox Printing that is normally performed at the County data center. The Vendor must have the ability to convert Xerox Meta code to standard PCL, and must provide the ability to print data (Xerox forms) on a remote printer at Harford County.
- H. The Vendor must have at least two (2) Employees who are IBM System Z certified, and show proof thereof. The Vendor must have at least two (2) Employees who are IBM Storage certified, and show proof thereof. The

employees must have been employed by the vendor for a minimum of six (6) months prior to the proposal response due date. Independent sub-contractors are not allowed.

- I. The Vendor must be an IBM Storage Specialty Partner, and show proof thereof.
- J. The Vendor must have experience working with zBC12 and DS8870.
- K. Any value added services the vendor might provide, prior to and during any testing and recovery, should be brought to our attention for consideration.

**2. REQUIRED SERVICES INCLUDED IN MONTHLY FEE**

- A. 24 x 7 x 365 Hot Site availability.
- B. Ability to restore system within 6 hours after receipt of backup tapes
- C. Assigned primary Account Representative
- D. Assigned back-up Account Representative
- E. Contract must include two 2-3 Business Day Disaster Recovery Tests per year

**3. SYSTEM Z REQUIRED EQUIPMENT AS PART OF MONTHLY FEE**

<u>Qty</u>	<u>Equipment Type Model / Feature</u>	<u>Description</u>
1	zSeries	50 MIPS Capacity required
1	IMB DS8870	4.8 TB of Storage required
4	3590	Tape Units (minimum)
25	IBM Host On Demand	IBM software for remote access during test
Unlimited	IBM Host On Demand	For remote access during an actual disaster

**4. EXISTING IBM SOFTWARE**

<u>Product</u>	<u>Product Description</u>
5648-054	CICS TS FOR VSE/ESA

5648-099	DITTO/ESA FOR VSE
5686-A04	TCP/IP APPLICATION PAK
5686-A04	TCP/IP GPS
5686-CF9	z/VSE CENTRAL FUNCTIONS, V9
5686-065	ACF/VTAM V4 VSE MULTIDOMAIN
5686-068	IBM COBOL, VSE/ESA FULL FUNCTION
5696-234	HIGH LEVEL ASSEMBLER, VSE ONLY

**5. EXISTING ISV SOFTWARE**

ZEKE  
ZACK  
OASIS

GSS  
EPIC TAPE/DISK  
CA-EARL  
CA90  
EXPLORE VSE

LISTCAT PLUS  
CEMT FOR BATCH

SYNCSORT

PHOENIX SOFTWARE  
CONDOR

SYSM

TCPIP/VSE  
GPS  
BIM FILE TRANSFER

VSE2PDF

**6. HARFORD COUNTY EQUIPMENT LIST**

- A. Vendor must have equivalent equipment, as currently installed at the Harford County Data Center.

B. Harford County Equipment List

zBC12 – 50 MIPS

DS8870 with 4.8 TB Usable Capacity

(4) 3590-E11 Tape Drives

Xerox Docutech HLC 155 Printer

**7. ADDITIONAL ITEMS**

Provide additional items (products or services) in your submittal that may enhance Harford County Government's "total solution". Only items that the vendor will include free of charge are to be included in this section. Please provide an estimated value of these products or services.



## DISASTER RECOVERY REFERENCES

Supply references of three customers for which the vendor has recovered a System Z Mainframe within the last 12 months.

Company Name \_\_\_\_\_

Contact Name \_\_\_\_\_

Contact Phone \_\_\_\_\_

Company Name \_\_\_\_\_

Contact Name \_\_\_\_\_

Contact Phone \_\_\_\_\_

Company Name \_\_\_\_\_

Contact Name \_\_\_\_\_

Contact Phone \_\_\_\_\_

**ATTACHMENT B**  
**RFP No. 16-158**  
**PROPOSAL AFFIDAVIT**

**A. AUTHORIZED REPRESENTATIVE**

**I HEREBY AFFIRM THAT:**

I am the (title) \_\_\_\_\_ and the duly authorized representative of (name of business) \_\_\_\_\_ and that I possess the legal authority to make this Affidavit on behalf of myself and the business for which I am acting.

**B. CERTIFICATION REGARDING COMMERCIAL NONDISCRIMINATION**

The undersigned bidder or proposer hereby certifies and agrees that the following information is correct:

In preparing its bid or proposal on this project, the bidder or proposer has considered all proposals submitted from qualified, potential subcontractors and suppliers, and has not engaged in "discrimination" as defined in §19-103 of the State Finance and Procurement Article of the Annotated Code of Maryland. "Discrimination" means any disadvantage, difference, distinction, or preference in the solicitation, selection, hiring, or commercial treatment of a vendor, subcontractor, or commercial customer on the basis of race, color, religion, ancestry, or national origin, sex, age, marital status, sexual orientation, or on the basis of disability or any otherwise unlawful use of characteristics regarding the vendors, supplier's or commercial customer's employees or owners. "Discrimination" also includes retaliating against any person or other entity for reporting any incident of "discrimination". Without limiting any other provision of the solicitation on this project, it is understood that, if the certification is false, such false certification constitutes grounds for the State to reject the bid or proposal submitted by the bidder or proposer on this project, and terminate any contract awarded based on the bid or proposal. As part of its bid or proposal, the bidder or proposer herewith submits a list of all instances within the past 4 years where there has been a final adjudicated determination in a legal or administrative proceeding in the state of Maryland that the bidder or proposer discriminated against subcontractors, vendors, suppliers, or commercial customers, and a description of the status or resolution of that determination, including any remedial action taken. Bidder or Proposer agrees to comply in all respects with the State's Commercial Nondiscrimination Policy as described under Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland.

**C. AFFIRMATION REGARDING BRIBERY CONVICTIONS**

**I FURTHER AFFIRM THAT:**

Neither I, nor to the best of my knowledge, information, and belief, the above business (as is defined in Section 16-101(b) of the State Finance and Procurement Article of the Annotated Code of Maryland), or any of its officers, directors, partners, or any of its employees directly involved in obtaining or performing contracts with public bodies (as is defined in Section 16-101(f) of the State Finance and Procurement Article of the Annotated Code of Maryland), has been convicted of, or has had probation before judgment imposed pursuant to Article 27, Section 641 of the Annotated Code of Maryland, or has pleaded *nolo contendere* to a charge of, bribery, attempted bribery, or conspiracy to bribe in violation of Maryland law, or of the law of any other state or federal law, except as follows:

(Indicate the reasons why the affirmation cannot be given and list any conviction, plea, or imposition of probation before judgment with the date, court, official or administrative body, the sentence or disposition, the name(s) of person(s) involved, and their current positions and responsibilities with the business):

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**D. AFFIRMATION REGARDING DEBARMENT**

**I FURTHER AFFIRM THAT:**

Neither I, nor to the best of my knowledge, information, and belief, the above business, or any of its officers, directors, partners, or any of its employees directly involved in obtaining or performing contracts with public bodies, has ever been suspended or debarred (including being issued a limited denial of participation) by any public entity, except as follows:

(List each debarment or suspension providing the dates of the suspension or debarment, the name of the public entity and the status of the proceedings, the name(s) of the person(s) involved and their current positions and responsibilities with the business, the grounds of the debarment or suspension, and the details of each person's involvement in any activity that formed the grounds of the debarment or suspension)

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**E. AFFIRMATION REGARDING DEBARMENT OF RELATED ENTITIES**

**I FURTHER AFFIRM THAT:**

(1) The above business was not established and it does not operate in a manner designed to evade the application of or defeat the purpose of debarment pursuant to Sections 16-101, et seq., of the State Finance and Procurement Article of the Annotated Code of Maryland; and

(2) The business is not a successor, assignee, subsidiary, or affiliate of a suspended or debarred business, except as follows: (Indicate the reasons why the affirmation cannot be given without qualification):

---

---

**F. AFFIRMATION REGARDING COLLUSION**

**I FURTHER AFFIRM THAT:**

Neither I, nor to the best of my knowledge, information, and belief, the agents, servants and/or employees of the above business have:

(1) Agreed, conspired, connived, or colluded to produce a deceptive show of competition in the compilation of the accompanying bid or proposal that is being submitted;

(2) In any manner, directly or indirectly, entered into any agreement of any kind to fix the bid price or proposal price of the bidder or proposer or contractor or of any competitor, or otherwise taken any action in restraint of free competition in connection with the contract for which the accompanying bid or proposal is submitted.

**G. FINANCIAL DISCLOSURE AFFIRMATION**

**I FURTHER AFFIRM THAT:**

I am aware of, and the above business will comply with, the provisions of Section 13-221 of the State Finance and Procurement Article of the Annotated Code of Maryland, which require that every business that enters into contracts, leases, or other agreements with the State of Maryland or its agencies during a calendar year under which the business is to receive in the aggregate \$100,000 or more shall, within 30 days of the time when the aggregate value of the contracts, leases, or other agreements reaches \$100,000, file with the Secretary of State of Maryland certain specified information to include disclosure of beneficial ownership of the business.

#### **H. POLITICAL CONTRIBUTION DISCLOSURE AFFIRMATION**

##### **I FURTHER AFFIRM THAT:**

I am aware of, and the above business will comply with the provisions of Article 33, Sections 30-1 through 30-4 *et seq.* of the Annotated Code of Maryland, which require that every person that enters into contracts, leases, or other agreements with the State of Maryland, including its agencies or a political subdivision of the State, during a calendar year under which the person receives in the aggregate \$100,000 or more shall, on or before February 1, of the following year, file with the Secretary of State of Maryland certain specified information to include disclosure of political contributions in excess of \$500 to a candidate for elective office in any primary or general election.

#### **I. CERTIFICATION OF CORPORATION REGISTRATION AND TAX PAYMENT**

##### **I FURTHER AFFIRM THAT:**

- (1) The business named above is a (Check one) ☐ Maryland (domestic) corporation  
☐ foreign (non-Maryland) corporation

registered in accordance with the Corporations and Associations Article, Annotated Code of Maryland, and that it is in good standing and has filed all of its annual reports, together with filing fees, with the Maryland State Department of Assessments and Taxation, and that the name and address of its resident agent filed with the State Department of Assessments and Taxation is:

Name:

Address:

(If not applicable, so state).

(2) Except as validly contested, the business has paid, or has arranged for payment of, all taxes due the State of Maryland and has filed all required returns and reports with the Comptroller of the Treasury, the State Department of Assessments and Taxation, and the Employment Security Administration, as applicable, and will have paid all withholding taxes due the State of Maryland prior to final settlement.

#### **J. CONTINGENT FEES**

##### **I FURTHER AFFIRM THAT:**

The business has not employed or retained any person, partnership, corporation, or other entity, other than a bona fide employee or agent working for the business, to solicit or secure the Contract, and that the business has not paid or agreed to pay any person, partnership, corporation, or other entity, other than a bona fide employee or agent, any fee or any other consideration contingent on the making of the Contract.

#### **K. TROPICAL HARDWOOD AND TROPICAL HARDWOOD PRODUCTS**

Acknowledging §41-19.1 of the Harford County Code, which prohibits the County from making or renewing a contract that requires the use of the tropical hardwoods and tropical hardwood products except in cases where the Director of Procurement determines (1) that there is no acceptable non-tropical hardwood equivalent; or (2) tropical hardwood is required for restoration of a structure designated as historic under federal, state or county law, and requires that any bid or proposal that does not contain this certification be rejected,

**I FURTHER AFFIRM THAT:**

No tropical hardwoods or tropical hardwood products (Acapu, Afrormosia, Almon, Amaranth, Amazaque, Aningeria Apitong, Blasa, Banak, Bella Rosa, Bengé, Boire, Bubinga, Cativor, Chenchen, Concobolo, Cordia, Ebony, Gaboon, Iroko, Koa, Koto, Red Lauan, White Lauan, Tanguile, Limba, Louro, Africa Mahogany, American Mahogany, Makore, Movingui, African Padauk, Angola Padauk, Peroba, Purpleheart, Ramin, Rosewood, Sapele, Sonora, Teak, Tigerwood, Wenge, or Zebrawood) shall be supplied to the County or used in connection with the Contract, except as specifically approved by the Director of Procurement.

**L. ACKNOWLEDGEMENT**

**I ACKNOWLEDGE THAT** this Affidavit is furnished to the Purchasing Agent and that nothing in this Affidavit or in any contract arising from this bid or proposal shall be construed to supersede, amend, modify or waive the exercise of any statutory right or remedy with respect to any misrepresentation made or any violation of the obligations, terms and covenants undertaken by the above business with respect to (1) this Affidavit, (2) the contract, and (3) other Affidavits comprising part of the contract.

**I DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THIS AFFIDAVIT ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF.**

Date: \_\_\_\_\_ By \_\_\_\_\_  
(Authorized Representative and Affiant)

Federal Employer Identification Number (FEIN):  
\_\_\_\_\_

**HARFORD COUNTY  
INFORMATION TECHNOLOGY SERVICES CONTRACT**

**REQUEST FOR PROPOSAL NO. \_\_\_\_\_**

**THIS AGREEMENT**, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2016, by and between HARFORD COUNTY, MARYLAND a body corporate and politic of the State of Maryland, hereinafter called the "County" and \_\_\_\_\_, sometimes hereinafter referred to as "Contractor".

**WITNESSETH,**

**SECTION I: SCOPE**

That, in and for the consideration hereinafter stated, the Contractor agrees to provide disaster recovery services required in accordance with the provisions of Request for Proposal No. \_\_\_\_\_ and the Contractor's proposal dated \_\_\_\_\_, 2016.

**SECTION II: INCLUSIONS**

The afore-mentioned Request for Proposal No. \_\_\_\_\_ dated \_\_\_\_\_, 2016 and the Contractor's proposal dated \_\_\_\_\_, 2016, each and all are incorporated herein by reference and each and all are made a part of this Agreement.

**SECTION III: SUSPENSION OF SERVICES**

The Director of Procurement may order the Contractor in writing to suspend, delay or interrupt all or any part of the work for such period of time as he/she may determine to be appropriate for the convenience of the County.

**SECTION IV: CONTRACT SUM**

A. The Contractor shall be paid the total amount of \_\_\_\_\_ Dollars and \_\_\_\_\_ (\$\_\_\_\_\_) per year for the performance of all services required under this Request for Proposal. Contingent items will be paid as required at the fees stated in the Contractor's proposal (See Attached).

B. Payment will be made in accordance with the provisions of the Specifications of Request for Proposal No. \_\_\_\_\_.

## **SECTION V: PAYMENTS**

The Contractor shall keep accurate, document records of time, material and transportation allocable to this contract. Payment will be made on a monthly basis, and related records will be available for audit purposes during normal business hours, as often as deemed necessary. Payments will be processed within 30 days from receipt and acceptance of monthly invoices. Payment will only be made for work that has first been previously authorized with County approval.

## **SECTION VI: TERMS**

A. The term of this Agreement shall be for one (1) year from date of Agreement execution with the County having the exclusive option of extending the Agreement for two (2) additional one (1) year periods under the same terms and conditions.

B. This Agreement may be canceled or terminated by the County for any breach by the Contractor and all money due the Contractor or becoming due hereunder shall be forfeited for any breach of the terms or conditions of this Agreement.

## **SECTION VII: OWNERSHIP AND RETENTION OF RECORDS**

All reports, drawings, and other data prepared under the contract issued pursuant to this RFP shall become the property of Harford County. Unless otherwise required by applicable statute of limitations, the Contractor shall retain all records and documents related to this contract for 3 years after final contract payment by the County, and shall make them available for inspection and audit by authorized representatives of the County at all reasonable times.

## **SECTION VIII: INSURANCE**

The Contractor shall secure and maintain the below insurance, written by companies licensed to do business in the State of Maryland.

- |   |             |
|---|-------------|
| 1. Errors and omissions insurance (professional liability)        | \$1,000,000 |
| 2. Automobile Liability (owned, hired and non-owned automobiles): | \$1,000,000 |
| Bodily injury, person   |             |
| Bodily injury, per occurrence                                     | \$1,000,000 |
| Property damage, per occurrence                                   | \$1,000,000 |
| 3. Commercial General Liability:                                  | \$1,000,000 |
| Bodily injury, property damage or medical expenses,               |             |
| per occurrence:   | \$1,000,000 |
| Bodily injury, property damage and personal injury claims:        | \$1,000,000 |

#### 4. Workers Compensation:

Statutory limit

The coverage will be evidenced by a certificate of insurance issued directly to the County by the proposer's agent, and provide 60 days written notice to the County of cancellation or material change in coverage. A two-year extended reporting provision is required to safeguard against gaps in coverage after policies are terminated. All liability policies shall name Harford County, Maryland as an additional insured.

### **SECTION IX: NON-COLLUSION**

The Contractor, his agents, servants and/or employees, to the best of his/her knowledge and belief, have not in any way colluded with anyone for and on behalf of the Contractor, or themselves, to obtain information that would give the Contractor an unfair advantage over other suppliers, nor have they colluded with anyone for and on behalf of the Contractor, or themselves to gain favoritism in the award of this Contract.

### **SECTION X: NON-DISCRIMINATION**

The Contractor agrees: (a) not to discriminate in any manner against an employee or applicant for employment because of race, color, religion, creed, age, sex, marital status, national origin, ancestry, or physical or mental handicap unrelated in nature and extent so as reasonably to preclude the performance of such employment; (b) to include a provision similar to that contained in subsection (a), above, in any subcontract except a subcontract for standard commercial supplies or raw materials; and (c) to post and to cause subcontractors to post in conspicuous places available to employees and applicants for employment, notices setting forth the substance of this clause.

### **SECTION XI: TERMINATIONS**

#### **A. Termination for Convenience:**

The performance of work under this Contract may be terminated by the County in accordance with this clause in whole, or from time to time in part, whenever the County shall determine that such termination is in the best interest of the County. The County will pay all reasonable costs associated with this Contract that the Contractor has incurred up to the date of termination and all reasonable costs associated with termination of the Contract. However, the Contractor shall not be reimbursed for any anticipatory profits that have been earned up to the date of termination.

#### **B. Termination for Cause:**

If the Contractor is adjudged as bankrupt, or if it makes a general assignment for the benefit of the creditors, or if a receiver is appointed on account of his insolvency, or if it persistently refuses or fails to perform the work indicated in this invitation for bids or persistently disregards laws, ordinances, rules, regulations or orders of any public authority having jurisdiction, or otherwise is guilty of a substantial violation of a provision of the



Contract documents, then the County, after certifying that sufficient cause exists to justify such action, may without prejudice to any right or remedy and after giving the Contractor and its surety, if any, seven (7) calendar days written notice, terminate the employment of the Contractor. Any written notices required by this Contract shall be deemed sufficiently given, if (A) hand delivered, (B) sent via first class U.S. mail, (C) certified mail, or (D) overnight courier service.

Any notice required by this Contract is to be sent to the Contractor at:

Any notice required by this Contract is to be sent to the County at:

Harford County Government  
Department of Procurement  
Attn: RFP No. \_\_\_\_\_  
220 S. Main Street  
Bel Air, Maryland 21014

## **SECTION XII: CHANGES**

No modification shall be made to this Contract without the express authorization of the Harford County Director of Procurement and/or the County Board of Estimates as appropriate. No modification shall be effective unless made in writing and signed by the parties of this Contract.

## **SECTION XIII: LAWS**

The Contractor hereby warrants that it is qualified to do business in the State of Maryland and that it will take such action as, from time to time hereafter, may be necessary to remain so qualified; and it is not in arrears with respect to the payment of monies due and owing the State of Maryland, or any department or unit thereof, including but not limited to the payment of taxes and employee benefits, and that it shall not become so in arrears during the term of this Contract; and it further agrees to comply with all federal, state and local laws, regulations and ordinances applicable to its activities and obligations under this Contract.

**IN WITNESS WHEREOF**, the parties hereto have executed this Contract, the day and year first above written.

**WITNESS/ATTEST:**

\_\_\_\_\_

\_\_\_\_\_

By:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name and Title

**WITNESS/ATTEST:**

**HARFORD COUNTY, MARYLAND**

\_\_\_\_\_

By:

\_\_\_\_\_  
Karen D. Myers  
Director of Procurement

Approved for form and legal sufficiency.

Approved for financial sufficiency.

\_\_\_\_\_  
Margaret Hartka  
Senior Assistant County Attorney

\_\_\_\_\_  
Robert F. Sandlass, Jr.  
Treasurer

This agreement was fully executed on the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

**REQUEST FOR PROPOSAL  
RFP No. 16-158  
DISASTER RECOVERY SERVICES**

**Price Proposal**

TO: Director of Procurement  
Harford County Government  
Department of Procurement  
220 South Main Street  
Bel Air, Maryland 21014  
RFP No. 16-158

FROM: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Pursuant to your request inviting proposals to be received until 5:00 P.M. on February 26, 2016, for "Disaster Recovery Services" the undersigned hereby submit the following Price Proposal.

We propose to perform the Scope of Services outlined in the Request for Proposal.

**Price Schedule**

Monthly Fee (Required 50MIPS, 4.8TB Storage) \$\_\_\_\_\_ x 12 mths =

**TOTAL PRICE** \$\_\_\_\_\_

**Contingent Pricing**

Early Cancellation Fees: \$\_\_\_\_\_

Disaster Notification Fee: \$\_\_\_\_\_

Disaster Center Facility Usage Fee: \$\_\_\_\_\_

Non-Business Hour Facility Usage Fee: \$\_\_\_\_\_

Test Time: \$\_\_\_\_\_

Data Center Setup Fees: \$ \_\_\_\_\_

Hourly Fee for Support During Testing \$ \_\_\_\_\_

Discount of Terms of Payment may be considered in determining the award at the sole discretion of the County. Any other considerations for the award will be stated on the specifications and proposal.

Payment Terms: The payment terms shall be considered net 30 days unless otherwise indicated below by the bidder.

Payment Terms: \_\_\_\_\_ % net \_\_\_\_\_

(Example, 2% net 15 days. A 2% discount if Harford County pays in 15 days).

If a discounted payment is not applicable to your bid, please initial here to confirm that a discount does not apply. \_\_\_\_\_

**Proposer acknowledges all addenda.**

Addenda Number and Date: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_ Check here if there are no Addenda.

**PROPOSAL SUBMITTED BY:**

\_\_\_\_\_  
**ENTITY NAME**  
(Must be entity name as registered with Maryland  
State Department of Assessments & Taxation)

\_\_\_\_\_  
**Authorized Representative/Title**  
(Signature)

\_\_\_\_\_  
**Address**

\_\_\_\_\_  
**Authorized Representative/Title**  
(Print/Type)

\_\_\_\_\_  
**City, State, Zip**

\_\_\_\_\_  
**Telephone Number**

\_\_\_\_\_  
**E-mail Address**

Fax Number

Date

All proposers must be registered to do business in the State of Maryland in accordance with the Annotated Code of Maryland Corporations and Associations Sec. 2-102 Formation generally, Sec. 7-202 Registration to do interstate and foreign\* business, and/or Sec. 7-203 Qualification to do intrastate. For information on registering or qualifying a corporation, LLC, LLP or LP call the Maryland Department of Assessments and Taxation (SDAT) at (410) 767-1340. Sole Proprietors and General Partnerships may call (410) 767-4991 or you may download the SDAT forms at: [www.dat.state.md.us/sdatweb/sdatforms.html](http://www.dat.state.md.us/sdatweb/sdatforms.html) - entity or by calling at (410) 767-1340 or Toll Free (888) 246-5941.

\*"a corporation, association, or joint-stock company organized under the laws of the United States, another state of the United States, a territory, possession, or district of the United States, or a foreign country."

Sec. 1-101 Annotated Code of Maryland Corporations and Associations.

All proposers must be in good standing with Harford County, Maryland. Proposers must meet any outstanding taxes, fees or accounts with Harford County.